


ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Michael D. Levitz and Inesa Levitz, Pro Se	DEFENDANTS Capital One N.A./Chevy Chase Bank F.S.B., Specialized Loan Servicing, LLC, US Bank N.A. as Trustee for Chevy Chase Funding, LLC MBC 2005-1, MERS and MERSCORP Inc., John Does 1-10			
ATTORNEYS (Firm Name, Address, and Telephone No.)	ATTORNEYS (If Known) For SLS: Weinstein & Riley, P.S., 2001 Western Ave, Ste. 400, Seattle, WA 98121 For all others: Unknown			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Frauds upon Title, UCC § 3, UCC § 3-110, UCC 3-203(d); Negligence per se; Fraud in the Factum; Fraud in the Inducement; TILA 1635 et seq violations; misrepresentation, misconstruement, breach of trust, breach of fiduciary duty, conversion, concealment and other illegal acts. 15 U.S.C. § 1635(b); Reg. Z §§ 226.15(d)(1), 226.23(d)(1); Null and void under UCC § 3-305(b)(1)(ii)(iii), Non-Holder in due course UCC 3.302; 12 CFR 1024.35(a)				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input checked="" type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input checked="" type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et seq. <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$			
Other Relief Sought- Continuation/Reactivation of Automatic Stay, Remedy under TILA, 15 U.S.C. 1601 et seq., rescission, injunctive relief, redress, restitution, disgorgement, money damages, attorneys' fees, other equitable relief against Defendants for engaging in unfair or deceptive acts or practices in violation of TILA/Reg Z, 12 C.F.R. Part 226.				

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Michael D. Levitz		BANKRUPTCY CASE NO. 17-15200
DISTRICT IN WHICH CASE IS PENDING Western Washington	DIVISION OFFICE	NAME OF JUDGE Hon. C. M. Alston
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE Jan 2, 2018		PRINT NAME OF ATTORNEY (OR PLAINTIFF) Michael D. Levitz

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

FILED

2018 JAN -4 PM 1:18

M. L. HATCHER, CLK
U.S. BANKRUPTCY COURT
W.D. OF WA AT SEATTLE
BY:..... DEP CLK.

Michael Levitz Pro Se
3718 E Alder St
Seattle, WA 98122

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON**

MICHAEL D. LEVITZ, INESA LEVITZ) CHAPTER 11

PLAINTIFFS,

) CASE NO.: **17-15200**

VS.

) ADVERSARY CASE No.: _____

CAPITAL ONE N.A./CHEVY CHASE) COMPLAINT TO DETERMINE THE NATURE,
BANK F.S.B., U.S. BANK N.A.) EXTENT, VALIDITY OF LIEN ON REAL
AS TRUSTEE FOR CCB LIBOR) PROPERTY; TO DISALLOW ANY SECURED
SERIES 2005-1 TRUST AND AS) CLAIM; TO DETERMINE SECURED STATUS
TRUSTEE FOR CHEVY CHASE) OF LIEN; TO RECOVER MONEY PURSUANT
FUNDING LLC MORTGAGE BACKED) TO STATUTORY AND/OR EQUITABLE
CERTIFICATES SERIES 2005-1,) DAMAGES, FOR TILA VIOLATION,
MORTGAGE ELECTRONIC) FRAUD, LIBEL; TO QUIET TITLE; TO
REGISTRATION SYSTEMS, INC,) DETERMINE DISCHARGEABILITY OF DEBT
AND MERSCORP INC., QUALITY) FREE OF SECURED STATUS; FOR
LOAN SERVICE OF WASHINGTON) SANCTIONS; FOR INJUNCTIVE AND
INC., SPECIALIZED LOAN) OTHER RELIEF; AND A CONDITIONAL
SERVICING, LLC., JOHN DOES) ACTION FOR AN ACCOUNTING AND TO
1-1000) OBTAIN UNAPPLIED CREDITS

DEFENDANTS

INITIAL COMPLAINT

COMES NOW, Debtor and Plaintiff Michael D. Levitz and Plaintiff
Inesa Levitz, the 'Levitz's', and files this Complaint to
Determine the Nature, Extent, Validity of Lien on Real Property,

1 to Disallow any Secured Claim, to Determine Secured Status of
2 Lien, to Recover Money Pursuant to Statutory and/or Equitable
3 Damages, for TILA violations, Fraud, Libel, to Quiet Title, to
4 Determine Dischargeability of Debt Free of Secured Status, for
5 Sanctions, for Injunctive and Other Relief; and a Conditional
6 Action for an Accounting and to Obtain Unapplied Credits, and
7 presents unto the Court as follows:

8 **JURISDICTION, VENUE, PARTIES AND BACKGROUND**

9 1. This Court has jurisdiction over this matter pursuant to 28
10 U.S.C. §§157; 1334; 1652; 2201; FRCP 57, and B.R. 7001(1), (2),
11 (7) and (9), and A.R.S. § 12-1831, et seq. FRCP 57; Pursuant to
12 B.R. 3007(b), an Objection to Claim may be included in an
13 Adversary Proceeding. However, as of the date this Complaint is
14 filed, no Proof of Claim has been filed in this case. Venue is
15 appropriate in this district pursuant to 28 U.S.C. §1408 and
16 1409. This matter is a core proceeding.

17 2. CAPITAL ONE N.A./CHEVY CHASE BANK F.S.B. ('Capital One',
18 'Chevy Chase') underwent merger in 2009, rendering Chevy Chase
19 defunct, inactive as of July 30, 2009. Chevy Chase was the
20 apparent loan originator for the 2004 Levitz refinance loan.
21 Capital One can be served at their Corporate address located at
22 1680 Capital One Drive, McLean, VA 22102.

23 3. US Bank N.A., as Trustee, for the CCB LIBOR Series 2005-1
24 Trust, as Trustee for the Chevy Chase Funding, LLC, Mortgage
25 Backed Certificates, Series 2005-1 ('US Bank' or 'US Bank as

1 Trustee'), can be served through the Preferred Mailing Address:
2 US Bank, PO Box 5229, Cincinnati, OH 45201-5229, as specified by
3 US Bank in a Notice of Address filed to 11 USC 342(f) and
4 Fed.R.Bank.P 2002 (g)(4). It may also be served through Andrew
5 Cecere, CEO, US Bancorp, Parent of US Bank N.A., Corporate
6 Headquarters US Bancorp, US Bancorp Center, 800 Nicollet Mall,
7 Minneapolis, MN 55402.

8 4. MERSCORP, Inc./Mortgage Electronic Registration Systems,
9 Inc. ('MERSCORP', 'MERS'). MERS is stated to be a wholly owned
10 subsidiary of MERSCORP. However, there are/have been different
11 unrelated versions of 'MERS', authorized or unauthorized,
12 licensed or unlicensed trademarks of MERSCORP, using systems or
13 similar systems of MERSCORP. MERSCORP can be served at their
14 corporate address located at MERSCORP/Mortgage Electronic
15 Registration Systems, Inc., Corporate Headquarters, 1818 Library
16 St., Ste. 300, Reston, VA 20190.

17 5. Quality Loan Service Corporation of Washington (QLSW) can
18 be served by mail at their address addressed to Robert W.
19 McDonald, 108 1st Ave So, Seattle, WA 98104-2538. QLSW serves as
20 Default and Foreclosure Trustee. They are known to have colluded
21 with alleged holders in due course on other cases. They have
22 been involved in wrongful foreclosures.

23 6. Specialized Loan Servicing, LLC, ('SLS') can be served by
24 mail to their address located at Specialized Loan Servicing,
25 LLC, 8742 Lucent Blvd. Ste. 300, Highlands Ranch, CO 80129-2386.

1 7. Plaintiffs acquired their home in April 1999 using a
2 conventional mortgage loan. On or about September 14, 2004,
3 Plaintiffs refinanced their conventional mortgage into an
4 'OPTION LIBOR ARM'¹ in the amount of \$560,000.00, in an apparent
5 mortgage loan refinance transaction wherein Chevy Chase Bank,
6 FSB, ('Chevy Chase' or 'Lender'), acted in the role of 'Lender'
7 pursuant to the Deed of Trust recorded on September 20, 2004,
8 with the King County Recorder ('DOT'). The Note that was
9 originally secured by the DOT and signed/dated September 14,
10 2004, is referred to herein as the 'Note'. The debt evidenced by
11 the Note when originally made is the 'Loan'. The purported lien
12 claim represented by this Deed of Trust is herein called the
13 'Primary Lien'. No Proof of Claim has yet been filed in this
14 case. Upon information and belief, Chevy Chase brokered the
15 money via Capital One. Upon information and belief, SLS is
16 holding itself out as the Servicer of the Loan on behalf of US
17 Bank, whom it claims is the owner of the Loan, and that it
18 appears to have succeeded in late 2014 to the servicing rights
19 from Capital One, N.A. by direction of Ambac Assurance Company.

20
21 ¹ In a predatory act, a local mortgage broker 'Abacus Mortgage' approached
22 Inesa Levitz to apply for a loan and shopped her to Chevy Chase while Mr.
23 Levitz was out of area. Mrs. Levitz filled out, signed the application with
24 the understanding that Mr. Levitz would fill out his portion when he returned
25 to the area. English is not Inesa Levitz's first language. Abacus became the
local agent for Chevy Chase but is not listed among the parties of this
complaint because they are believed to be out of business having been found
to be of criminal and unethical nature. For example, the notary Lisa L. Moore
(no longer active) notarized Inesa Levitz's signature out of her presence
using a copy of a driver's license obtained from the Abacus agent. The
Levitz's were not subprime customers, they were prime, yet were folded in
with many subprime loan recipients resulting in Chevy Chase's 2009 failure.

1 8. The terms of the OPTION LIBOR ARM refinance as opposed to
2 its performance were so confusing that Michael Levitz, who holds
3 a PhD in Biostatistics, was frustrated to understand how Chevy
4 Chase applied payment to principle and interest especially on
5 occasion when Michael paid more than the maximum payment. He
6 expected the balance to go down, yet it went up adding to
7 negative amortization, taking away the Levitz's equity in their
8 home. Because of numerous instances of incomprehensible loan
9 performance, the Levitz's gave timely notice of TILA rescission
10 in August 2007. Chevy Chase's response was that the required
11 TILA disclosures were handled by their local broker agent Abacus
12 Mortgage, suggesting that the Levitz's take it up with Abacus².

13 9. Since July 30, 2009, the original lender that refinanced
14 the Levitz's home, Chevy Chase Bank F.S.B.³, became defunct,
15 inactive, and the remaining entities now acting to foreclose are
16 not informed of the Levitz history, are indifferent or unaware
17
18

19 ² A March 2009 article in the Seattle PI exposing Abacus,
20 (<http://www.seattlepi.com/local/article/Crime-no-barrier-for-loan-sellers-1301802.php>) reveals what the Levitz's were up against. "The whole mortgage
21 industry was out of control," said Ted Naff, who until recently was the
22 designated broker at Abacus Mortgage ... The chaos that reigned throughout the
23 mortgage industry between 2002 and 2007 fomented lawlessness even among those
24 without criminal records, Naff said. He fired hundreds of loan originators
25 each year, criminals and non-criminals, because many of them violated rules
and laws. But they simply went to work elsewhere unscathed, he said, because
it was too easy to get commission-only jobs during the hot lending market,
and there was nothing preventing it ... "I think we are all at fault," said
Naff, who now works for Axia Financial. "From the borrowers to Wall Street,
all of us, we were all guilty of greed."

³ Evidence recently deciphered shows Capital One, N.A. as the original source
of funds.

1 of matters that affect their wrongful attempt to collect a
2 defective debt.

3 10. What distinguishes this case from others similar is that
4 in 2009 Chevy Chase Bank F.S.B. went under during the financial
5 collapse at the same time the Levitz's were in escrow to pay off
6 the entire principle amount of the Chevy Chase mortgage, leaving
7 them free and clear, no longer obligated to make monthly
8 payments on the mortgage. What adds to the distinction is the
9 way Chevy Chase Bank F.S.B. closed its offices at the time the
10 Levitz' were seeking payoff of the mortgage, closing without
11 providing continuity of service for months following the office
12 closure, leaving no announcement for the Levitz's as to what to
13 expect, leaving the Levitz's with a suspended escrow,
14 subsequently canceled by 'absence of lender'⁴ (See Exhibit A, OCC
15 letter re: Chevy Chase merger under Capital One⁵). To this day,
16 the Debtor is prepared to pay off the entire original principle
17 amount of the loan (\$560,000) and can close that within 45 days.
18 The problems to resolve are in determining who is entitled to
19 the proceeds and what to do about wrongful arrears that have

21 ⁴ During the payoff attempt, Michael Levitz called or faxed Chevy Chase Bank's
22 offices nearly every day, sometimes multiple times, often not reaching any
23 person or put on hold for an intolerable time. His last contact with Chevy
24 Chase Bank was with one person who told him the boxes were "piled high", the
25 office was closing down. When pleading for someone, anyone to help with
completing the payoff of the Levitz's mortgage, Michael was told "some will
contact you". No contact ever came back from Chevy Chase Bank.

⁵ Chevy Chase's offices relocated to McLean, Virginia, the same corporate
location of Capital One, relocating from their previous long-term address in
Laurel, MD. Note the OCC letter dated 7-14-2009 with reference to 3-06-2009
as the period of application, the same timeframe that the Levitz's were in
escrow. Finally note that Chevy Chase was declared inactive on 7-30-2009.

1 been back-calculated by suspect recent parties with no knowledge
2 of the history (nor desire thereof) of the contract's TILA
3 rescission or of malfeasance on the part of Chevy Chase Bank.

4 11. To the distinctive nature of this case, the Debtor will
5 file a supplemental briefing containing facts supporting
6 chronological events leading to today's confusion. Facts of
7 rescission, facts of error, proposing an adjustment of the
8 balance claimed as owed, supported by law referencing implied or
9 equitable indemnification, determining a loan balance that is
10 just and equitable, permissible by application of equitable
11 tolling, providing for equitable relief. Additionally, new
12 findings stemming from Barclay's rigging of LIBOR (London
13 Interbank Offered Rate)⁶ show Chevy Chase benefitted by pulling
14 equity away from the Levitz's home via negative amortization. On
15 top of Moving Party's other claims, it must be noted that LIBOR
16 Litigation is viable, alive and well in the influential Second
17 Circuit governing America's Financial Center of New York. See
18 *Generally In Re LIBOR-Based Financial Instruments Antitrust*
19 *Litigation* 2016 WL 1301175 (2016).

20 12. The property in question in this case ('Property') is
21 Plaintiff's Residence, with legal description:
22
23
24

25 ⁶ The Levitz's sense they are unable to sue Barclay's directly but may propose
the loan balance be adjusted by applying the initial first rate to all months
in recalculating the loan balance.

1 Lots 1 and 2, Block 40, Yesler's 3rd Addition to the City of
2 Seattle, Vol 6, Page 4; commonly known as 3718 E. Alder St.,
3 Seattle, WA 98122.

4 **COUNT 1**

5 **DETERMINATION OF EXTENT AND VALIDITY OF LIEN AND QUIET TITLE**
6 **WITH CORRESPONDING INJUNCTIVE RELIEF**

7 13. Plaintiffs seek a determination of the extent and validity
8 of a lien on Real Property (the 'Property') pursuant to B.R.
9 7001(2), which provides for an adversary proceeding "to
10 determine the validity, priority, or extent of a lien or other
11 interest in property." In this regard, SLS, has asserted itself
12 as Servicer and collection agent on behalf of US Bank, in its
13 capacity as Trustee for two different trusts or REMICs, with the
14 beneficiary changing from MERS to US Bank as Trustee. After the
15 failure of Chevy Chase, many months passed as Plaintiffs tried
16 to find a new servicer or lender as they were in the middle of a
17 sale with escrow opened. Several attempts were made to obtain
18 information as to the identity of any new servicer and any
19 claimed owner of Plaintiff's Loan, Note and Mortgage.

20 Eventually, a Notice of Default⁷ (NOD) informed Plaintiffs that
21 Capital One was the new servicer, however contact with Capital
22 One (using the toll-free number on the NOD) revealed Capital One
23 was unaware of Plaintiff's loan and property address. Months
24 later, a new NOD named Capital One as the servicer, US Bank as
25

⁷ Bishop, White, Marshall, PS was the Trustee causing the NOD to be posted.

1 Trustee of CCB LIBOR Series 2005-1 Trust and MERS as
2 beneficiary.

3 14. The basis for the determination of the extent and validity
4 of the lien claim in Washington State Law is the Quiet Title
5 Statute, RCW 7.28, et seq.

6 RCW 7.28.010

7 Who may maintain actions—Service on nonresident defendant.

8 Any person having a valid subsisting interest in real
9 property, and a right to the possession thereof, may
10 recover the same by action in the superior court of the
11 proper county, to be brought against the tenant in
possession; if there is no such tenant, then against the
person claiming the title or some interest therein, and
may have judgment in such action quieting or removing a
cloud from plaintiff's title;

12 15. Plaintiff is the owner of the Property and therefore has
13 standing to bring such action. US Bank is a party that claims an
14 interest, in the form of a lien claim, that is adverse to
15 Plaintiff's claim to clear title.

16 16. A quiet title complaint and judgment encompasses the right
17 to a recordable judgment that effectively removes cloud upon
18 title, that are recorded documents wrongfully casting doubt upon
19 a plaintiff's clear title. Plaintiff alleges that the following
20 fourteen (14) documents recorded against the Plaintiff's home in
21 King County Records, create a cloud upon title that should be
22 removed by the terms of the judgment in this case:
23

- 24 A) Doc# 20090701002024 Appointment of Successor Trustee
25 B) Doc# 20090717001157 Notice of Trustee Sale
C) Doc# 20100610000294 Notice of Discontinuance of Trustee sale

- 1 D) Doc# 20110325000960 Assignment of Deed of Trust
2 E) Doc# 20110425001046 Amended Notice of Trustee Sale
3 F) Doc# 20131127001870 2nd - Appointment of Successor Trustee
4 G) Doc# 20140219000666 2nd Notice of Trustee Sale - Amended
5 H) Doc# 20141027000693 3rd Notice of Trustee Sale - Amended
6 I) Doc# 20150205000571 Corrected Assignment of Deed of Trust
J) Doc# 20160129001678 Concurrent Successor Trustee Assignment
K) Doc# 20160808001735 Notice of Discontinuance of Trustee Sale
L) Doc# 20160428001295 Notice of Trustee Sale
M) Doc# 20161003001339 Corrected Notice of Trustee Sale
N) Doc# 20161202001760 Corrected Notice of Trustee Sale

7 This list above is not intended to be a statement as to the
8 completeness of documents that cloud Plaintiff's property title.
9 Plaintiffs reserve the right to add other documents to the list
10 as they are found.
11

12 17. Upon information and belief, US Bank is not the owner of
13 the Loan and Note. Upon information and belief, US Bank did not
14 pay value for the Note and Loan to the party that previously
15 owned it, which party would have had to pay value for the Note
16 and Loan. Therefore, US Bank is not secured with the Mortgage on
the Property.

17 18. Plaintiff denies that US Bank is the holder of the Note.
18 Plaintiff denies that US Bank as Trustee has the right to
19 enforce the Note. Plaintiff denies the authenticity, validity
20 and authority to make any indorsements that appear on the
21 original Note. Plaintiff denies the validity and authority not
22 to have the indorsements that were required to be signed or
23 stamped upon the Note, pursuant to the terms of the
24 Securitization Documents, including the lack thereof. Since
25 Plaintiff has denied these matters in the pleadings, USBank has
the burden of production and proof on each of these allegations.

1 19. Upon information and belief, the funds that were loaned to
2 Plaintiff came from investment dollars generated by the sale of
3 interests in one or more MBS Trusts, in the form of Mortgage
4 Backed Securities, aka Mortgage Bonds. Alternatively, no funds
5 ever changed hands.

6 20. Upon information and belief, it is legally impossible for
7 the US Bank to ever have obtained ownership of the Loan, Note
8 and Mortgage. Plaintiff will expound upon this after receiving
9 copies of the Securitization Mortgage Loan File, including a
10 current true and correct copy of the Note and other information
11 and documents that describe and demonstrate ownership and
12 transfer of the Mortgage Loan.⁸

13 21. The Injunctive Relief that is included as an essential
14 element of a Quiet Title Action, pursuant to RCW 7.40 is also
15 available to Plaintiff in this adversary complaint, pursuant to
16 B.R. 7001(7), which provides that an adversary proceeding may
17 include, "a proceeding to obtain an injunction or other
18 equitable relief." The injunction that is appropriate to plead
19 for now as loss of home is irreparable harm in Washington State,
20 but which will not be ripe until the final results on the merits
21 is reached is to make permanent the determination of the extent
22 and priority of the lien in that neither US Bank nor its privies
23 had or can ever have a security interest in the Property, that
24 is the same result that can and must be had in a state law quiet
25 title action.

⁸ All of which are material to this case and which have been requested several times over months and years, but which have not yet been produced.

1 22. Plaintiff leaves open the possibility that he may apply
2 for a temporary injunction if circumstances develop that such is
3 necessary at some point before this adversary proceeding is
4 concluded on the merits.

5 **COUNT II**

6 **COMPLAINT TO RECOVER MONEY FOR FALSE RECORDED DOCUMENTS AND
7 NOTARY FRAUD**

8 1. Plaintiff files this Complaint to Recover Money, pursuant
9 to B.R. 7001(1), which provides that an adversary proceeding is
10 available, "to recover money or property." In this regard,
11 Plaintiff seeks the recovery of treble actual or mandatory or
12 exemplary and equitable damages from US Bank, pursuant to
13 RCW 19.86.090; and pursuant to 11 U.S.C. §§ 105 and 362(a).

14 2. US Bank recorded or caused to be recorded each of the
15 _____ below defined "false documents."⁴ US Bank purports to
16 claim a lien or encumbrance against the Property. US Bank is
17 responsible for all such violations, in as much as it claims to
18 be the MBS Trustee, and claims to be the owner of the Loan and
19 beneficiary of the Note and DOT in such capacity, and has been
20 conducting business as though said claim to the lien were valid.
21 US Bank has been conducting business as though SLS were the
22 Servicer on its behalf. Accordingly, it has authorized SLS to be
23 its agent with authority or apparent authority to act and
24 conduct business on its behalf. US Bank is liable directly, or
25 is vicariously liable, or is liable because it claims, as a
matter of law, to have the power to direct all actions
pertaining to the drafting, execution and recording of all such
documents pertaining to the Note and DOT in this case. More
specifically, US Bank is liable for all violations by Monica

1 Hadley, established below, as well as all Notary Public persons
2 that notarized documents in this case.

3 3. Plaintiffs allege that the following are "false documents"
4 and that they therefore contain violations of RCW 40.16.030:

5 A) Notice of Default (Exhibit 'B' written as mailed 4/12/2010
6 by Trustee Bishop, White, Marshall, & Weibel, PS). This
7 document twice lists US Bank as Trustee of a nonexistent
8 Trust, "US Bank as Trustee of CCB LIBOR Series 2005-1
Trust". See Charity Hensen Affidavit (Exhibit 'C')
testifying the LIBOR Trust did not exist. i.e. fake.

9 B) Amended Notice of Trustee's Sale (Exhibit 'D'). Note that
10 US Bank is Trustee of Chevy Chase Funding, LLC, Mortgage-
Backed Certificates, Series 2005-1.

11 Plaintiffs do not represent items 3A) and B) as a complete list.

12 4. An Attestation from the Securities Exchange Commission
13 (SEC) indicates the securities in item 3B) above are not/were
14 never registered (Exhibit 'E')⁹. Michael Levitz is communicating
15 and corresponding with the SEC to determine if the Chevy Chase
16 Funding, LLC Mortgage-Backed Certificates exist. Considering the
17 many instances of fraud, malperformance, and bad faith exhibited
18 by the entities attempting to take the Levitz's home, it is
19 imperative that the parties involved in foreclosing be
20 scrutinized thoroughly.

21 5. US Bank is not a stranger to explaining the existence of
22 questionable securities. In a case nearly identically similar to
23 this one of the Levitz's (US Bank v. Maglione), US Bank as
Trustee of the CCB LIBOR Series 2005-B Trust brought an action

24 ⁹ Although not all securities are required to be registered, those
25 unregistered must comply with Reg D and file a Form D. Reg D was designed for
small business entrepreneurs as a lessening of burdensome reporting
regulations on startups. Clearly, the existence of tradable securities valued
in the hundreds of millions is not what Reg D was designed for.

1 against a homeowner in Florida where the securities that US Bank
2 was purported to be a Trustee of, namely the CCB LIBOR Series
3 2005-B Trust, were substituted via a MERS 'corrective
4 assignment' with Chevy Chase Funding LLC, Mortgage-Backed
5 Certificates Series 2005-B bringing Defendant's Motion to Strike
6 Plaintiff's Notice of Filing (Exhibit F). The granting of
7 Defendant's Motion to Strike was quickly followed with a Notice
8 of Voluntary Dismissal of Action with Prejudice (Exhibit G). In
9 US Bank v. Maglione, the signer of the corrective assignment
10 Assistant Vice-President 'Monica Hadley' was alleged to be a
11 phony MERS employee. Monica Hadley is the same name used in
12 assignments on the Levitz Title. The name 'Monica Hadley' is
13 said to be a 'robosignor'.

14 Time constraints force Plaintiffs to finish this initial brief
15 with a supplemental brief to be filed to complete causes of
16 action and request for relief.

17 INTERIM SUMMARY

18 Actions commencing as early as 2009 demonstrate the fact that
19 there is no valid Chain of Title. While the Court will
20 subsequently see that the purported Trusts involved did not
21 actually exist and were not ever registered with the SEC
22 although required, the harm was already done prior to that.

23 Bain ruled that MERS cannot have a Beneficiary Interest in the
24 Chain of Title. In this case the 2009 Assignment clearly
25 indicates that MERS purports to stand in the legal shoes

1 necessary to transfer interest but it simply did not and cannot.
2 And the defect has never been cured and so the Court cannot
3 allow this unlawful posture some five (5) years AFTER Bain.

4 In Fed. Nat'l/ Mortg. Ass'n v. Ndiaye, No. 32994-1-III (Div 3 Ct.
5 App. 2015) the Court denied such an argument from the homeowner,
6 but only to the extent that it was not raised prior to
7 foreclosure:

8 <https://www.courts.wa.gov/opinions/pdf/329941.pub.pdf>

9 However, in this case the Homeowner raises this issue prior to
10 Foreclosure and it is fatal per se.

11 So too is the failure to demonstrate the presence of a Trust,
12 although that failure is prima facie and could potentially be
13 contested, but based on the Record before us the foreclosing
14 entities have not even begun to meet their burdens of persuasion
15 or production.
16

17
18 As to the absence of the Trust, a local industry journalist has
19 filed a Citizen Complaint with the Attorney General's Office. He
20 has followed this case for more than a year now and has
21 previously been involved on mortgage matters with Seattle City
22 Council. He has managed a title company. And he co-hosted
23 Industry forensic examiner Marie McDonnell to a town forum after
24 she completed her King County audit at taxpayer expense in 2015.
25

1
2 He reviewed the materials Petitioner sent him and he does not
3 believe that the Trusts existed, either.

4 Those items enough are grounds to proceed toward trial and to
5 establish a lis pendens, but Petitioner has more to buttress his
6 claims:

7
8 The Plaintiffs have shown a substantial likelihood of success
9 and there is irreparable harm to befall them should the Court
10 fail to honor the Motion in this case. Plaintiff is raising a
11 10-year old son at the residence and all of these machinations
12 have already taken enough of a toll on this child's life and on
13 their relationship.

14
15 Because of the nature of the findings of the listed facts and
16 lack of truthful evidence leading to these illegal foreclosure
17 proceedings, Plaintiff prays for the Court to issue a temporary
18 restraining order and a preliminary injunction against Defendant
19 for any and all claims the Defendants are pursuing against
20 Plaintiff and Plaintiff's property, via Exhibits (A, B, C, D, E,
21 and F, G, H) thereby causing harm to the Plaintiff.

INTERIM CONCLUSION AND PRAYER FOR RELIEF

1. MERS was, and is, an improper Beneficiary, and this is raised PRIOR to foreclosure per relevant law.
2. There was no Lender or Servicer to receive funds when Petitioner sought to pay off his loan, which are violations in and of themselves.
3. The Trusts involved here have been shown NOT TO EXIST.
4. The Trusts involved here have not been registered with the SEC.
5. The value or amount of arrearages cannot be computed without a thorough analysis of the Libor manipulation as referenced in ongoing Second Circuit litigation.
6. The planned sale was ignored by the purported Lender/Beneficiary, yet they continue to pile on damages by the day.

There is simply no way at law or equity that any further attempts at foreclosure can happen at my house. I am ready, willing and able to discuss a REASONABLE settlement. Given the lack of evidence of any sort of viable chain of title that is all that there is available for the parties. A complaint has been filed with the Office of the Wisconsin State Attorney General on this 3rd day of January, 2018.

Therefore Petitioner PRAYS that this Court:

1. Grant immediate Injunctive Relief
2. Grant all other relief the Court deems proper.

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Respectfully submitted,

2025年12月15日

Levitz Adversary Proceeding

1 **RECORDING REQUESTED BY**
2 **AND WHEN RECORDED MAIL TO:**

3 MICHAEL D. LEVITZ
4 3718 E. Alder St.
5 Seattle, WA 98122
6 (425) 998-8492

7 Plaintiff in pro se

8 **UNITED STATES BANKRUPTCY COURT**
9 **WESTERN DISTRICT OF WASHINGTON**

10 MICHAEL D. LEVITZ, INESA LEVITZ) CHAPTER 11

11 PLAINTIFFS,)

) CASE NO.: **17-15200**

12 VS.)

) ADVERSARY CASE No.: _____

13 CAPITAL ONE N.A./CHEVY CHASE) COMPLAINT TO DETERMINE THE NATURE,
14 BANK F.S.B., U.S. BANK N.A.) EXTENT, VALIDITY OF LIEN ON REAL
15 AS TRUSTEE FOR CCB LIBOR) PROPERTY; TO DISALLOW ANY SECURED
16 SERIES 2005-1 TRUST AND AS) CLAIM; TO DETERMINE SECURED STATUS
17 TRUSTEE FOR CHEVY CHASE) OF LIEN; TO RECOVER MONEY PURSUANT
18 FUNDING LLC MORTGAGE BACKED) TO STATUTORY AND/OR EQUITABLE
19 CERTIFICATES SERIES 2005-1,) DAMAGES, FOR TILA VIOLATION,
20 MORTGAGE ELECTRONIC) FRAUD, LIBEL; TO QUIET TITLE; TO
21 REGISTRATION SYSTEMS, INC,) DETERMINE DISCHARGEABILITY OF DEBT
22 AND MERSCORP INC., QUALITY) FREE OF SECURED STATUS; FOR
23 LOAN SERVICE OF WASHINGTON) SANCTIONS; FOR INJUNCTIVE AND
24 INC., SPECIALIZED LOAN) OTHER RELIEF; AND A CONDITIONAL
25 SERVICING, LLC., JOHN DOES) ACTION FOR AN ACCOUNTING AND TO
1-1000) OBTAIN UNAPPLIED CREDITS

26 DEFENDANTS)

27 **LIS PENDENS**

28 PLEASE TAKE NOTICE THAT Plaintiffs have filed the following
29 actions against CAPITAL ONE N.A./CHEVY CHASE BANK F.S.B., U.S.
30 BANK N.A. AS TRUSTEE FOR CCB LIBOR SERIES 2005-1 TRUST AND AS


1 TRUSTEE FOR CHEVY CHASE FUNDING LLC MORTGAGE BACKED CERTIFICATES
2 SERIES 2005-1, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC,
3 AND MERSCORP INC., QUALITY LOAN SERVICE OF WASHINGTON INC.,
4 SPECIALIZED LOAN SERVICING, LLC., JOHN DOES 1-1000.

5
6 1. Filed on January 4, 2018 by Plaintiffs to redress
7 injuries being suffered and to be suffered as a result
8 of Defendants' conduct. DEFENDANTS HAVE FRAUDULENTLY
9 MADE CHANGES TO THE LEGAL TITLE OF PLAINTIFF'S
10 PROPERTY AND ARE ATTEMPTING TO UNLAWFULLY TAKE TITLE
11 TO PLAINTIFF'S PROPERTY.

12 2. Plaintiffs seek to protect their property interests.
13 Plaintiff Michael D. Levitz is the owner and the title
14 holder to the property with legal description and
15 address as follows:

16
17 Lots 1 and 2, Block 40, Yesler's 3rd Addition to
18 the City of Seattle, Vol 6, Pg 4, commonly known
19 as 3718 E. Alder St., Seattle, WA 98122.

20 Dated: January 4, 2018

21 
22 _____
23 Michael D. Levitz, PLAINTIFF
24
25

1
2
3 ACKNOWLEDGMENT
4

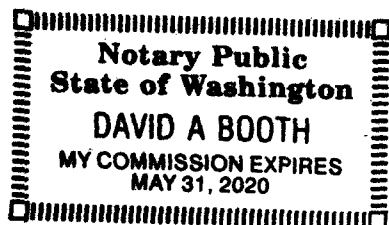
5 STATE OF WASHINGTON }
6 } ss.
7 County of King }

8 On January 4, 2018 before me, DAVID BOOTH,
9

10 A Notary Public, personally appeared Michael D. Levitz, who
11 proved to me on the basis of satisfactory evidence to be the
12 person whose name is subscribed to the within instrument and
13 acknowledged to me that he executed the same in his authorized
14 capacity, and that by his signature on the instrument the person
15 executed the instrument.

16 I certify under PENALTY OF PERJURY under the laws of the
17 State of Washington that the foregoing paragraph is true and
18 correct.

19 WITNESS my hand and official seal.
20



A handwritten signature in dark ink, appearing to read "David Booth", written over a horizontal line.